

418000161498

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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MAIL

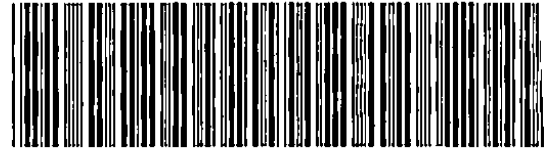
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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Office Use Only



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2019 JUL 17 P 11 39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Island Dog Too

(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Sheryl Simmons

(Contact Person)

Island Dog Too

(Firm/Company)

917 E Gulf Beach Dr

(Address)

St. George Island, FL 32328

(City/State and Zip Code)

For further information concerning this matter, please call:

Sheryl Simmons

(Name of Contact Person)

at ( 704 ) 936-8676  
(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☒ \$25 Filing Fee

☐ \$55 Filing Fee & Certified Copy

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

FILED

2019 JUL 17 P 1:39

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**DISSOCIATION OR RESIGNATION OF MEMBER, MANAGER FROM  
FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Island Dog Too

2. The Florida document/registration number assigned to this limited liability company is:

L18000161498

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 6/11/2019

4. I, Theresa Kohler-Estes, hereby withdraw/resign as a  
(Print Name of Person Resigning)

Member

(Print Title)

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

see attached forms  
Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)

Certified Copy: \$30.00 (Optional)

## **AGREEMENT FOR THE PURCHASE AND SALE OF LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST**

This Agreement for the Purchase and Sale of Limited Liability Company Membership Interest ("Agreement") is made and entered into as of June 11, 2019 ("Effective Date"), by and between John D. Simmons and Sheryl H. Simmons, husband and wife ("Buyer"), and Theresa Kohler-Estes ("Seller"), with reference to the following facts:

### **RECITALS**

A. The Seller owns a Fifty Percent (50.0%) membership interest in Island Dog Too LLC, a Florida limited liability company (the "Company"). The Company has not entered into an Operating Agreement and is therefore governed at this time by the Florida Revised Limited Liability Company Act ("Act").

B. The Buyer John D. Simmons owns a Twenty Five Percent (25.0%) membership interest in Island Dog Too, LLC, a Florida limited liability company (the "Company"). The Company has not entered into an Operating Agreement and is therefore governed at this time by the Florida Revised Limited Liability Company Act ("Act").

C. The Buyer Sheryl H. Simmons owns a Twenty Five Percent (25.0%) membership interest in Island Dog Too, LLC, a Florida limited liability company (the "Company"). The Company has not entered into an Operating Agreement and is therefore governed at this time by the Florida Revised Limited Liability Company Act ("Act").

D. Buyer desires to acquire Seller's membership interests in the Company equal to 50% and Seller desires to sell 50% ("Purchased Interest") to Buyer in accordance with the terms and conditions of this Agreement.

E. The Company's assets are encumbered by certain mortgages, security agreements and/or financing statements which secure certain of the Company's debts which have been personally guaranteed by the Buyer and Seller. These debts include, but are not limited to the Small Business Administration Loan and the loan to Brian Krontz and Julie Krontz ("Debts").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions set forth herein, Seller hereby sells, conveys, assigns and transfers to Buyer free from all Encumbrances, Seller's 50.0% Ownership Interest in the Company. The sale and assignment includes all of the interest of Seller in the Company, including the right to share in the profits and losses of the Company, all rights of the Seller to the capital of the Company, and all voting rights of the Seller as a member.

Seller is the lawful owner of the Purchased Interest, free from all pledges, liens, security interests, encumbrances, mortgages, adverse claims, charges, options, equity interests, proxies, voting agreements or trusts, leases, tenancies, easements, or other interests. Upon delivery to Buyer at the Closing of the Purchased Interests, endorsed for transfer or by assignment separate from certificate, Buyer will be the absolute owner of the Purchased Interests.

2. Purchase Price. The purchase price for the membership interest being transferred under this Agreement is Forty Five Thousand Dollars (\$45,000). Of that amount, \$2,500 has previously been paid to the Seller. The remaining balance is \$42,500. The balance is due and payable immediately at Closing and shall be paid as follows:

- a) The sum of \$42,500 by wire transfer or other immediately available funds payable to Seller or to Seller's attorneys trust account -- Levine & Stivers, LLC Trust Account as determined by Seller;
- b) Buyer will effect the release from any and all obligations of Seller on the Loan Documents executed in favor of Brian Krontz and Julie Krontz; and,
- c) Buyer shall secure the Seller's full release from the Small Business Administration Loan, including but not limited to the Personal Guarantee on or before December 30, 2021 and shall further execute the Indemnification Agreement concerning the Small Business Administration Loan attached hereto as an Exhibit. In the event Buyer is unable to secure the Seller's release by the aforementioned date or any written extensions signed by the parties, the Purchased Interests shall revert to Seller and in the event the Purchased Interests revert, Buyer hereby authorizes Seller to make such notation in the Company records. In the event that the ownership does transfer back to the seller on December 30, 2021, the Buyers guarantee that the business (Island Dog Too) will have \$200,000.00 of inventory and/or cash available that will be transferred with the business and at such time the Seller will have full access to the Company's books and records. In addition, in the event the Purchased Interests revert to Seller, the parties hereto agree to put the Company's assets up for sale on reasonable terms acceptable to the Members and potential Buyer. Nothing herein shall prevent one member from buying out the other member in lieu of selling the Company's assets on mutually agreeable terms. Until such time as Buyer secures Seller's release, the Purchased Interests shall be subject to the provisions of this agreement and the certificates representing same shall bear the following legend:

THE SALE, TRANSFER OR ENCUMBRANCE OF THIS CERTIFICATE IS SUBJECT TO AN AGREEMENT DATED JUNE \_\_\_\_, 2019, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE SECRETARY OF THE COMPANY. THE AGREEMENT PROVIDES FOR A REVERSIONARY

INTEREST AND CONTAINS CERTAIN PRIOR RIGHTS  
REGARDING THE MEMBERSHIP INTERESTS EVIDENCED  
BY THIS CERTIFICATE.

- d) In addition to the above, until such time as Buyer secure Seller's release from the Small Business Administration Loan, Buyer agrees to the following:
- i. Island Dog will provide to Seller confirmation that the Small Business Administration Loan is paid each month within three days of making such payment;
  - ii. Island Dog shall immediately provide to Seller any late and/or default notice received by it concerning the Small Business Administration Loan;
  - iii. Island Dog shall immediately provide to Seller full and complete copies of any lawsuits or other actions initiated against it within 7 days of receipt of such lawsuit or other action.
  - iv. Island Dog will provide proof that the utilities bills are paid each month with a receipt from the billing agent. Must show actual payment and not a copy of the check.
  - v. Island Dog will comply with the provisions, terms and conditions of the Loan Agreement, Mortgage and Security Agreement, Security Agreement, Note and any other Loan Document granted to United Community Bank and/or Brian Krantz and Julie Krantz.
  - vi. Island Dog shall immediately provide Seller copies of any requests for information from United Community Bank for information, as well as Island Dog's responses thereto.
  - vii. Island Dog will not sell, lease, transfer or assign any of its assets, tangible or intangible, other than for a fair consideration in the ordinary course of business. Nothing herein shall prevent Island Dog from entering into an agreement for the sale of its assets, a material term of which will be the release of the parties from the SBA loan;
  - viii. Island Dog will not grant any increase outside the ordinary course of business in base compensation, fringe benefits, or other compensation of, or paid any bonus or special payment of any kind to any of its managers, members or employees that has the result of making the Company unable to pay its obligations as they come due;
  - ix. Island Dog will not adopt any bonus, profit sharing, incentive compensation, pension, retirement, medical, hospitalization, life or other insurance, severance, or other plan, contract, or commitment for any of its managers, members or employees that has the result of making the Company unable to pay its obligations as they come due.

3. Closing Date. The closing of the transaction contemplated in this Agreement (the Closing) shall take place on or before June \_\_, 2019. All transactions and all documents executed and delivered at the Closing shall be deemed to have occurred simultaneously, and no transaction shall be deemed to have occurred and no document shall be deemed to have been executed or delivered unless all transactions have occurred and all documents have been

executed and delivered. For the purposes of this Agreement, the term *Business Day* means a day other than a Saturday or Sunday on which banks are generally open for business in Florida.

4. Distributions. Buyer shall cause the Company to timely deliver to Seller any and all documents required by the Internal Revenue Service for the time she had an ownership interest in the Company for 2018. Seller will surrender any rights and/or claims to any income or losses for 2018 and 2019 and for doing so, Buyers agree to pay Seller the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) on or before April 1, 2020.

5. Acceptance. Buyer hereby accepts the sale and assignment of the Membership Interest transferred. Buyer assumes all membership obligations and shall protect, defend, and indemnify Seller from liability of any membership obligations of the Seller which arise before the Closing Date. Buyer will indemnify, defend, and hold harmless Seller against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, interest, penalties except for attorney's fees and costs in the negotiation and preparation of this Agreement that arise out of or relate to the Company after the Effective Date of this Agreement.

6. Seller's Representations and Warranties.

6.1 Seller has sole power to enter into this Agreement and to carry out the transactions contemplated herein. Seller is the owner, beneficially and of record, of the membership interests, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions. Other than as stated herein, Seller is not aware of any consent or approval that is required to be obtained from any other person or entity, including any governmental entity, in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement. This Agreement is a valid and binding Agreement of Seller, enforceable against Seller in accordance with its terms.

6.2 Seller has not incurred any Company debt or liability, including but not limited to, leases, Company credit cards, loans, sales tax liability, payroll tax liability, or any other obligations that have not been otherwise disclosed to Buyer.

6.3 Seller is not entitled to any employee benefits, including but not necessarily limited to, vacation time, sick leave, unpaid leave, or other benefits of Company. Effective following Closing, Seller waives any claims or rights that she may have by virtue of ownership in the Company, including but not limited to voting rights, the right to receive notice of Company meetings and any and all other rights attributable to a member subject to this Agreement or which may be reached subsequent to this Agreement.

6.4 Survival of Representations and Warranties. All of Seller's representations and warranties given in this Agreement will survive the closing.

6.5 Performance of Covenants. Seller shall have in all respects performed and complied with all covenants, agreements, and conditions that this Agreement requires, and with all other related documents to be performed or complied with before or at the Closing.

7. Buyer's Representations and Warranties.

7.1 Authority. Buyer has full power to enter into this Agreement and to carry out the transactions contemplated herein. Buyer is not aware of any consent or approval that is required to be obtained from any other person or entity, including any governmental entity, in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement. This Agreement is a valid and binding Agreement of Buyer, enforceable against Buyer in accordance with its terms.

7.2 Company Financial Affairs. Buyer is aware of the Company's business affairs and financial condition, and acknowledges that Buyer has received all of the information Buyer considers necessary or appropriate for deciding whether to purchase the membership interest. Buyer is acquiring the membership interest solely for Buyer's own account and beneficial interest and not for sale or with a view to distribution of any part thereof. Any subsequent transfer of the membership interest by Buyer will be made in compliance with the Securities Act of 1933, the Florida Corporate Securities Law, and any other applicable securities laws.

7.3 Statement of Information. Immediately after the closing, Buyer shall, on behalf of the Company, file an amended Report with the Florida Secretary of State's office to reflect the withdrawal of Seller as a member and/or manager.

7.4 Company Debt. After the Closing, Company shall be responsible for, and indemnify and hold Seller harmless from any and all Company debts or liabilities incurred in the ordinary course of business and reported to the Company, including but not limited to, leases, Company credit cards, loans, vendors, sales tax liability, payroll tax liability, or any other obligations.

7.5 Survival of Representations and Warranties. All of Buyer's representations and warranties given in this Agreement will survive the closing.

8. Indemnification by Seller. Seller shall pay, reimburse, indemnify, and hold harmless Buyer and their respective successors, and permitted assigns from and against any and all claims, suits, actions, assessments, losses, diminution in value, liabilities, Taxes, fines, penalties, damages (compensatory, consequential, direct, indirect, and other), costs, and expenses (including reasonable legal fees) (Losses), and including any Losses that arise in the absence of a third-party claim, in connection with or resulting from

(a) All debts, liabilities, and obligations of Seller of any kind or character whatsoever to the extent existing or arising from facts and circumstances in existence at or before the Closing, including, default under any contract or commitment or otherwise attributable to Seller or for which Seller shall be responsible, and whether any of the debts, liabilities, and obligations are accrued, absolute, contingent, or based on a contingency, matured, not matured, known, unknown, or otherwise.



(b) Any inaccuracy in any representation or breach of any warranty of the Seller contained in this Agreement (whether at the date of this Agreement or the Closing Date).

(c) Seller's failure to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the Seller under this Agreement.

9. Indemnification by Buyer. Buyer shall pay, reimburse, indemnify, and hold harmless Seller and her respective successors, and permitted assigns from and against any and all losses, and including any losses that arise in the absence of a third-party claim, in connection with or resulting from

(a) All debts, liabilities, and obligations of Company and Buyer of any kind or character whatsoever to the extent existing or arising from facts and circumstances in existence at or before the Closing, including, default under any contract or commitment or otherwise attributable to Buyer or for which Buyer shall be responsible, and whether any of the debts, liabilities, and obligations are accrued, absolute, contingent, or based on a contingency, matured, not matured, known, unknown, or otherwise.

(b) Any inaccuracy in any representation or breach of any warranty of Buyer contained in this Agreement (whether made at the date of this Agreement or the Closing Date).

(c) Buyer's failure to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by Buyer under this Agreement.

10. Mutual Covenants.

10.1 Compliance with Laws. Each party will comply with all laws, rules, regulations, ordinances, codes, orders, licenses, and permits which in any way materially affect the transactions contemplated by this Agreement.

10.2 Confidentiality. Each party, together with their agents, will keep confidential all information, terms and documents received from the other, in connection with the transactions contemplated by this Agreement and will not use the information, terms, or documents for any purpose other than in connection with the transactions contemplated herein. Neither party nor its agents will make any further announcement to any person regarding the transactions contemplated by this Agreement without the prior consent of the other party. The foregoing shall in no way impede any such person from making any statements to such party's spouse, accountant, or attorney, or governmental agency that requests information related to this Agreement so long as such persons are instructed to keep the information confidential.

10.3 Consents. Each party will cooperate with the other in order to obtain the consents, authorizations, permits, or approvals of any persons, entities, or governmental authorities which are necessary to the consummation of the transactions contemplated by this Agreement.

10.4 Cooperation. Each party will cooperate in making effective without delay the transactions contemplated by this Agreement. Each will, at the request of the other, join in taking any action which may be reasonably required in order to consummate the transaction as contemplated herein. Each will refrain from taking any action which is inconsistent with or which could jeopardize the effectiveness of the sale. In the event of any restriction under applicable law, rule, or regulation which would unreasonably delay the consummation of the sale, each will use its best efforts to restructure this transaction in a manner which will permit its satisfactory consummation under substantially similar terms.

10.5 Non-disparagement. During the Contingency Period, neither Seller nor Buyer will disparage the other or the Company and will not take any action which could reasonably be expected to adversely affect the personal or professional reputations of the other or the Company. The parties intend for this Non-Disparagement provision to survive Closing.

10.6 Attorney's Fees. Each party hereto agrees to be responsible for their own attorney's fees and costs incurred in the negotiation and preparation of this Agreement.

11. General Provisions.

11.1 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

11.2 Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their permitted successors-in-interest of any kind whatsoever, their heirs, personal representatives, successors and assigns.

11.3 Notices. Any notice or other communication provided for in this agreement shall be in writing and sent:

if to Buyer at: 917 East Gulf Beach Road  
St. George Island, FL 32328  
Email: happyhour917@gmail.com

And if to Seller at: 15 Dove Lane  
Bay Shore, NY 11706  
Email: terikoh@aol.com

or at such other address as the Seller or Buyer may from time to time in writing designate. Each such notice or other communication shall be effective (i) if given by electronic communication, when transmitted to the applicable address so specified in (or pursuant to) this Section 11.3 and verification of receipt is received; (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid; or (iii) if given by any other means, when actually delivered at such address.

11.4 Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements, undertakings, commitments and practices relating to the subject matter hereof.

11.5 Amendments. No amendment or modification of the terms of this Agreement shall be valid unless made in writing and duly executed by both parties.

11.6 Waiver. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.

11.7 Governing Law. This Agreement, and the legal relations between the parties, shall be governed by and construed in accordance with the laws of the State of Florida.

11.8 Attorney Fees and Venue. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party. Any action or proceeding arising out of or related to this Agreement shall be filed and maintained solely in the state court with subject matter jurisdiction therefore sitting in Franklin County, Florida. The parties hereby waive their respective rights to a trial by jury in any action or proceeding involving the Company or arising out of this Agreement. This provision shall extend to any proceeding initiated by the Seller to address, enforce or protect her rights in any proceeding commenced by Buyer, or commenced by Buyer's creditors, under Title 11 of the United States Code.

11.9 Counterparts. This Agreement may be executed in one or more counterparts and delivered by facsimile or electronic transmission. All of such counterparts shall constitute one and the same agreement and shall become effective when a copy signed by each party has been delivered to the other party.

11.10 Headings. Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

11.11 Further Assurances. Each of the parties will, before, at and after the date of this Agreement, at the request of the other party, promptly take any action and execute and deliver all the documents and instruments which may be reasonably necessary to carry out the transactions contemplated by this Agreement.

11.12 Joint Product. Each party and counsel for each party to this Agreement has reviewed and cooperated in the drafting and preparation of this Agreement. This Agreement is also the product of arms-length negotiations carried on between and among the parties through their respective counsel. As a jointly produced contract, this Agreement shall be construed as a

whole according to its fair meaning and not for or against any party hereto, or their legal representative, or the drafter hereof.

12. Status of Company. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and has all powers required to own its assets and property and carry on its business as now owned and conducted.

13. Reversion of Membership Interest. In addition to the reversion of the Purchased Interest as contained in Subsection 2(c) hereof, Buyer and Seller agree that the Purchased Interest shall revert to the Seller, free and clear of any claim by Buyer upon the occurrence of one or more of the following events:

13.1 Buyer or Company commits fraud or a material misrepresentation or material omission in connection with: (i) the terms of this Agreement or (ii) any financial statement or other report or information provided to Seller pursuant to this Agreement.

13.2 Company defaults on its obligations of the Loan Agreement, Mortgage and Security Agreement, Security Agreement, Note and any other Loan Document granted to United Community Bank and/or Brian Krantz and Julie Krantz.

13.3 Buyer transfers all or any part of their membership interests in Company.

13.4 Buyer fails to perform, or causes Company to not perform, any of their obligations under Agreement as and when required, which failure continues for a period of 15 days after Notice of such failure by Seller to Buyer/Company. If Buyer's/Company's failure to perform its obligations as described in this Section 13.4 is of the nature that it cannot be cured within the 15 day cure period after such Notice from Seller but reasonably could be cured within 30 days, then Buyer will have additional time as determined by Seller in Seller's Discretion, not to exceed an additional 15 days, in which to cure such default, provided that Buyer/Company has diligently commenced to cure such default during the initial 15 day cure period and diligently pursues the cure of such default. However, no such Notice or cure periods will apply in the case of any such failure which could, in Seller's sole judgment, absent immediate exercise by Seller of a right or remedy under this Agreement, result in harm to Seller.

13.5 Buyer or Company commences any case, Proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors (A) seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debt, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets.

13.6 Any party other than Seller commences any case, Proceeding, or other action of a nature referred to in Section 13.4 against Buyer/Company which (A) results in the entry of an order for relief or any such adjudication or appointment, or (B) has not been dismissed, discharged or bonded for a period of 90 days.

13.7 Any case, Proceeding or other action is commenced against Buyer or Company seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order by a court of competent jurisdiction for any such relief which is not vacated, discharged, or stayed or bonded pending appeal within 30 days from the entry thereof.

13.8 Buyer or Company takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 13.4 - 13.7.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"BUYER"

"SELLER"

\_\_\_\_\_  
John D. Simmons

\_\_\_\_\_  
*Theresa Kohler-Estes*  
Theresa Kohler-Estes


\_\_\_\_\_  
Sheryl H. Simmons


13.7 Any case, Proceeding or other action is commenced against Buyer or Company seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order by a court of competent jurisdiction for any such relief which is not vacated, discharged, or stayed or bonded pending appeal within 30 days from the entry thereof.

13.8 Buyer or Company takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 13.4 – 13.7.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“BUYER”

  
John D. Simmons

  
Sheryl H. Simmons

“SELLER”

\_\_\_\_\_  
Theresa Kohler-Estes

## INDEMNITY AGREEMENT

This Indemnity Agreement (hereafter "Indemnity") is made and effective on June \_\_, 2019, by **John D. Simmons and Sheryl H. Simmons, husband and wife**, whose mailing address is 917 East Gulf Beach Road, St. George Island, Florida 32328 (hereafter "Indemnitor"), to and for the benefit of **Theresa Kohler-Estes**, whose mailing address is 15 Dove Lane, Bay Shore, NY 11706 (hereafter "Seller").

### RECITALS:

A. Indemnitor and Seller have entered into that certain Agreement for the Purchase and Sale of Limited Liability Company Membership Interest whereby Seller is selling all of her ownership interest in Island Dog Too, LLC, a Florida limited liability company.

B. Seller has personally guaranteed that certain Small Business Administration Loan(s) issued to Island Dog Too, LLC and as a condition of the sale, Indemnitor has agreed to indemnify Seller and to have her released from said Personal Guarantee within a time certain.

C. Seller is unwilling to sell her Membership Interests to Indemnitor without an indemnity from Indemnitor against all matters relating to the Small Business Administration Loan(s). To induce Seller to enter into and make the sale, Indemnitor has agreed to provide Seller such indemnity as provided herein.

NOW, THEREFORE, as a material inducement to Seller to enter into and consummate the Agreement for the Purchase and Sale of Limited Liability Company Membership Interest and for other good and valuable consideration, Indemnitor hereby agrees as follows:

1. Indemnification. Indemnitor is aware that Seller is relying on this Indemnity in making Agreement for the Purchase and Sale of Limited Liability Company Membership Interest, and Indemnitor hereby indemnifies and agrees to hold harmless Seller and her employees and agents from and against any and all liabilities, losses, claims, damages and expenses, including attorney's fees, costs and disbursements (hereafter collectively "Liabilities") to which Seller or any of the foregoing persons may become subject, insofar as such Liabilities arise out of, are associated with or are based upon the Small Business Administration Loan(s).

2. No Limitations.

a. Indemnitor acknowledges and agrees that the covenants and obligations of Indemnitor set forth in this Indemnity are separate obligations from the obligations evidenced by the Agreement for the Purchase and Sale of Limited Liability Company Membership Interest.

b. Except as stated in subparagraph 3(c) below, the covenants and obligations of Indemnitor set forth in this Indemnity shall continue in effect unless and until all principal, interest and other sums and costs evidenced or secured by the Loan Documents have been paid in full, at which time such covenants and obligations shall expire and be of no further force or effect.

c. Notwithstanding subparagraph 3(b) above, the covenants and obligations of Indemnitor set forth in this Indemnity shall survive and shall continue in effect after the release from the Small Business Administration Loan(s) with respect to any: (i) litigation, arbitration, administrative claims or matters covered by this Indemnity pending at the date of the release; and (ii) litigation, arbitration, administrative claims or matters covered by this Indemnity resulting from acts which occurred during the term of this Agreement, for so long as a claim may be lawfully asserted with respect to such

matters.

d. As additional consideration for Seller accepting this Indemnity Agreement and selling her ownership interest in Island Dog Too, L.L.C. Indemnitor agrees that in the event a bankruptcy petition under any Chapter of the Bankruptcy Code (11 U.S.C. §101. et. seq.) is filed by or against Indemnitor, or any one of them, at any time after the execution of this Agreement, Indemnitor hereby acknowledges and consent that any and all amounts due to Seller and Indemnitor liability to Seller hereunder shall be exempt from the dischargeability provisions of the Bankruptcy Code, shall not be subject to reduction or other modification in a reorganization and/or to the extent such obligation is determined to be dischargeable, Indemnitor hereby agrees to reaffirm the obligation so as to make Seller whole hereunder. This provision is not intended to preclude Indemnitor from filing for protection under any Chapter of the Bankruptcy Code, but is intended to address their obligations hereunder only. All of the above terms and conditions have been freely bargained for and are all supported by reasonable, adequate and sufficient consideration and the provisions herein are material inducements for Seller entering into this Agreement.

3. Duty to Defend. Indemnitor shall provide for the defense at their own expense, on behalf and for the protection of the Seller (but without prejudice to the right of the Seller to defend if she so elects), in all litigation or proceedings to which this Indemnity applies.

4. Time of Payment. The Liabilities for which Seller and their employees and agents are indemnified under this Indemnity shall be reimbursable to Seller as Seller's obligations to make payments with respect thereto are incurred, without any requirement of waiting for ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such Liability to Seller as so incurred within thirty (30) days after notice from Seller itemizing the amounts incurred to the date of such notice. In addition to any remedy otherwise available for failure to periodically pay such amounts, such amount shall bear interest at the maximum amount allowed by law from the date such amounts are due hereunder to date of reimbursement.

5. Waivers. Indemnitor waives any acceptance of this Indemnity by Seller. The failure of Seller or any other person indemnified hereunder to enforce any right or remedy hereunder, or promptly to enforce any such right or remedy, shall not constitute a waiver thereof, nor give rise to any estoppel against Seller or such other person, nor excuse Indemnitor from its obligations hereunder. Any waiver of such right or remedy must be in writing and signed by Seller or such other person.

6. Enforcement. This Indemnity is subject to enforcement at law and/or equity, including actions for damages and/or specific performance.

7. Attorneys' Fees. If any action or proceeding is brought to enforce this Indemnity or any rights or obligations thereunder, the losing party shall reimburse the prevailing party for all the prevailing party's costs and expenses incurred in such action, including attorneys' fees and disbursements. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceeding under any present or future federal bankruptcy act or state receivership.

8. Successors and Assigns Bound. This Indemnity shall bind the Indemnitor and their heirs, devisees, legatees, administrators, executors, successors and assigns and inure to the benefit of the Seller and her successors and assigns.


9. Governing Law. This Indemnity shall be construed, enforced and otherwise governed by the laws of the State of Florida.




10. THE UNDERSIGNED IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FLORIDA, STATE OR FEDERAL COURT SITTING IN THE COUNTY OF FRANKLIN, STATE OF FLORIDA, OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDEMNITY.

IN WITNESS WHEREOF, this Indemnity has been executed as of the date provided above.

INDEMNITOR:

  
\_\_\_\_\_  
John D. Simmons

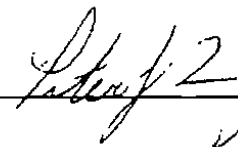
  
\_\_\_\_\_  
Sheryl H. Simmons

**CONSENT TO AGREEMENT FOR THE PURCHASE AND SALE OF LIMITED  
LIABILITY COMPANY MEMBERSHIP INTEREST**

The United Community Bank, as Lender under the Small Business Administration Loan evidenced by the Loan Agreement, Mortgage and Security Agreement, Security Agreement, Note and any other Loan Documents as identified, hereby consents to the Agreement for Purchase and Sale of Limited Liability Company Membership Interest to which this Consent is attached, for the sole purpose of acknowledging the change in ownership of the Limited Liability Company as set forth therein and in no event shall the execution of this Consent be deemed to be a release of Buyer, Seller or Company as obligor or guarantor under the Small Business Administration Loan nor a release of any collateral securing the Small Business Administration Loan.

**IN WITNESS WHEREOF**, the undersigned has caused this presents to be executed as of the day of June 17<sup>th</sup>, 2019.

UNITED COMMUNITY BANK

  
By: \_\_\_\_\_ V.P. Peter J. 2  
Its: \_\_\_\_\_ V.A.

# BUYER-SELLER DISBURSEMENT STATEMENT

BUYER: John D. and Sherrell H. Simmons  
 SELLER: Theresa Kohler-Estes  
 PROPERTY: Membership Interest in Island Dog Too, LLC  
 LENDER:  
 CLOSING DATE: June 13, 2019

| DESCRIPTION               | BUYER        |             | SELLER      |    |
|---------------------------|--------------|-------------|-------------|----|
|                           | Debit        | Credit      | Debit       |    |
| PURCHASE PRICE            | \$ 45,000.00 |             |             | \$ |
| EARNED MONEY              |              | \$ 2,500.00 | \$ 2,500.00 |    |
| Sub Totals:               | \$ 45,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ |
| Net amount due FROM Buyer | \$ 42,500.00 |             |             |    |
| Net Amount Due TO Seller  |              |             |             | \$ |

*Theresa Kohler-Estes*

*John D. Simmons*  
*Sherrell H. Simmons*

**ISLAND DOG TOO, LLC**

**ASSIGNMENT SEPARATE FROM CERTIFICATE**

For value received, Theresa Kohler-Estes, hereby sells, assigns, and transfers unto John D. Simmons and Sheryl H. Simmons, husband and wife all of her ownership interest in Island Dog Too, LLC ("Membership Interest") and do hereby irrevocably constitute and appoint counsel for the Company to transfer the said Membership Interest on the books of the within named Company with full power of substitution in the premises.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by her on June 11, 2019.

  
Theresa Kohler-Estes